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and Marvin H. Mahan

STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION,	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION
	:	ESSEX COUNTY
	:	
Plaintiff,	:	
vs.	:	Docket No. L-1852-83E
	:	Civil Action
	:	
SCIENTIFIC CHEMICAL PROCESSING, INC., et al.	:	
	:	
Defendants.	:	ANSWER

Inmar Associates, Inc. ("Inmar") and Marvin H. Mahan ("Mahan"), having
offices at 1703 E. Second Street, Scotch Plains, New Jersey, say by way of
Answer to the Complaint:

1. Inmar and Mahan are without sufficient knowledge to form a belief
as to the truth of the allegations contained in paragraphs 1, 2, 3, 4, 5, and
6 and so leave plaintiff to its proofs.

2. Inmar and Mahan admit that Inmar is a New Jersey corporation which
owns property in Carlstadt, New Jersey; that Mahan and George Terpak are
directors of Inmar. Inmar and Mahan deny all other allegations contained in
paragraph 7.

3. Inmar and Mahan are without sufficient knowledge to form a belief
as to the truth of the allegations contained in paragraphs 8, 9, 10, 11, 12,
13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,
32, 33, 34, 35, 36, and 37 and so leave plaintiff to its proofs.

4. Inmar and Mahan admit the Carlstadt property is on Paterson Plank
Road but deny the balance of the allegations contained in paragraph 38 and all
the allegations contained in paragraphs 39, 40, 41, 42, 43, 44, 45, and 46.

5. Inmar and Mahan are without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraphs 47, 48, 49, and 50 and so leave plaintiff to its proofs.

6. Inmar and Mahan admit Inmar is the fee owner of the Carlstadt site and that Inmar leased the site to Scientific Chemical Processing, Inc. as alleged in paragraphs 51 and 52 but deny the rest of the allegations contained therein as well as all the allegations contained in paragraph 53.

7. Inmar and Mahan are without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraphs 54, 55, 56, 57, 58, 59 and 60, and so leave plaintiff to its proofs.

8. Inmar and Mahan repeat their answers to paragraphs 1 through 60 as realleged in paragraph 61 as if fully set forth herein.

9. Inmar and Mahan deny the allegations contained in paragraphs 62, 63, 64, 65, 66, 67, 68, and 70.

10. Inmar and Mahan are without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 69 and so leave plaintiff to its proof.

11. Inmar and Mahan repeat their answers to paragraphs 1 through 70 as realleged in paragraph 71 as if fully set forth herein.

12. Inmar and Mahan deny the allegations contained in paragraphs 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85.

13. Inmar and Mahan repeat their answers to paragraphs 1 through 85 as realleged in paragraph 86 as if fully set forth herein.

14. Inmar and Mahan deny the allegations contained in paragraphs 87, 88, 89, 90, 91, 92, 93 and 94.

15. Inmar and Mahan repeat their answers to paragraphs 1 through 94 as realleged in paragraph 95 as if fully set forth herein.

16. Inmar and Mahan deny the allegations contained in paragraphs 96, 97, 98, 99, and 100.

17. Inmar and Mahan deny the allegations contained in paragraphs 1 through 100 as realleged in paragraph 101 as if fully set forth herein.

18. Inmar and Mahan deny the allegations contained in paragraphs 102, 103 and 104.

19. Inmar and Mahan repeat their answers to paragraphs 1 through 105 as realleged in paragraph 105 as if fully set forth herein.

20. Inmar and Mahan deny the allegations contained in paragraphs 106, 107, 108, 109, 110, 111, 112, and 113.

21. Inmar and Mahan repeat their answers to paragraphs 1 through 113 as realleged in paragraph 114 as if fully set forth herein.

22. Inmar and Mahan deny the allegations contained in paragraphs 115, 116, 117, 118, 119, and 120.

FIRST AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim against Inmar and Mahan upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The verification of the Complaint is insufficient for the Court to grant the relief sought.

THIRD AFFIRMATIVE DEFENSE

Plaintiff lacks standing to bring the within action in regard to relief based upon strict liability, common law nuisance, and common law negligence.

FOURTH AFFIRMATIVE DEFENSE

DEP approved a plan for the operation and closing of the Carlstadt site and is estopped from seeking the relief outlined in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

DEP refused to permit removal of material from the Carlstadt site it now claims is hazardous by Scientific Chemical Processing, Inc. and in so doing is precluded from seeking relief against Inmar and Mahan.

SIXTH AFFIRMATIVE DEFENSE

DEP failed to include Inmar and Mahan in discussions regarding conditions it alleges are violations of applicable statutes and common law and in so failing to involve Inmar and Mahan or to provide notice of its claims is precluded from seeking relief against Inmar and Mahan.

SEVENTH AFFIRMATIVE DEFENSE

The danger alleged is not imminent having as stated in the Complaint existed at the Carlstadt site since at least 1979 and hence the extraordinary relief sought is not warranted.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff has failed to join necessary parties, the generators of the allegedly hazardous materials.

NINTH AFFIRMATIVE DEFENSE

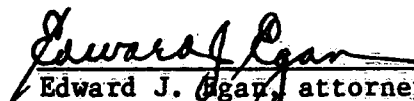
By failing to join as parties the generators of the materials, plaintiff has unconstitutionally selected Inmar and Mahan for prosecution of the claims alleged.

TENTH AFFIRMATIVE DEFENSE

Plaintiff has adequate remedy for the relief sought in the funds provided by federal and state environmental cleanup funds.

WHEREFORE, Inmar and Mahan ask the Complaint be dismissed with costs and such other relief the Court deems appropriate.

Dated: May 24, 1983


Edward J. Egan, attorney for
Inmar Associates, Inc.
and Marvin H. Mahan